

THIS AGREEMENT is entered into as of December 10, 2005 by and between Total Quality, Inc., 3619 14th St., NW, Washington, DC 20010 (herein after referred to as the "Employers or Employer") and the Service Employees International Union, Local 82, 910 17th Street NW, Washington DC, 20005 (hereinafter referred to as the "Union").

ARTICLE I – UNION RECOGNITION

SECTION 1:1. The Employer recognizes the Union designated as the exclusive bargaining representative of all employees, in the bargaining unit working as general cleaners, utility workers and floor techs at the Internal Revenue Services (IRS) building, located in Washington, DC.

SECTION 1:2. The employee groups set forth above do not include, nor does this Agreement applies to:

- a. Managerial and supervisory personnel
- b. Security guards
- c. Clerical personnel

ARTICLE II – DISCRIMINATION

SECTION 2:1. The Employer and the Union will not discriminate against employees because of race, marital status, sexual preference, religion, national origin, gender, age or a physical handicap, with respect to a position, the duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to other.

ARTICLE III – MANAGEMENT RIGHTS

SECTION 3:1. The Employer shall have the exclusive right, subject to the provision of this Agreement and consistent with applicable laws and regulations:

- a. To direct employees of the employer in the performance of official duties.
- b. To hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against such employees and abolish or change existing jobs or lay-off employees because of lack of work.
- c. To change materials, schedules, procedures, working hours, equipment or operations.

SECTION 3:2. REFUSAL OF ENTRY TO WORK AREA: If an employee is refused admission to any work area by the government authorities in charge thereof, on a permanent basis, he shall be discharged from the company without recourse to the Grievance and Arbitration Procedure of this Agreement. The Employer shall provide a letter to the employee stating the reason given by the government authorities for his/her discharge, if any reason is given.

ARTICLE IV – HOURS OF WORK

SECTION 4:1. WORK WEEK. The work week for full time regular employees shall be eight (8) hours per day, forty (40) hours per week, or seven (7) hours per day, thirty-five (35) hours per week. All part-time employees shall be provided with a minimum of twenty (20) hours per week divided into five (5) days, except for call-in employees.

SECTION 4:2. OVERTIME. All work performed in excess of forty (40) hours in any work week or eight (8) hours per day by employees shall be considered overtime and shall be compensated for at the rate of time and one half (1 ½) of the prevailing rate for that job.

SECTION 4:3. OVERTIME ASSIGNMENTS. When needed overtime shall be scheduled among qualified employees, performing similar work, in the work location where the employee regularly works according with the following:

- a. Three (3) days prior to the start of each month, all employees desiring to work overtime during that month shall place their names on an "Overtime Desired List".
- b. When overtime is needed employees shall first be scheduled for overtime in the following order:
 1. Full-time regular employees on the list by seniority
 2. Part-time regular employees on the list by seniority

SECTION 4:4. CALL-IN PAY. An employee called in outside his/her regular work schedule shall be guarantee a minimum of four (4) consecutive hours of work or pay in lieu thereof.

SECTION 4:5. Employees with seniority working the same classification as an employee with less seniority or have worked said classification. The employee with the most seniority will be able to bump the employee with less seniority providing the senior employee can perform the job.

ARTICLE V – PAID HOLIDAYS

SECTION 5:1. In accordance with Addendum "A" the following days shall be considered days off with pay for all employees:

New Year's Day	Martin L. King's Birthday
Memorial Day	George Washington's Birthday
Labor Day	Independence Day
Veteran's Day	Columbus Day
Christmas Day	Thanksgiving Day

And all future holidays declared as legal by the United States Congress or by Executive Proclamation.

SECTION 5:2. To be eligible for holiday pay, an employee must be in a pay status, whether that status be on active employment, annual leave, sick leave, or other excusable leave. Further, the employee must have worked the scheduled working day before and after the day on which the holiday is observed. Employees who have an established pattern of calling in sick the day before or after a holiday, without advance notice of that request for time off, will not receive the holiday pay. This clause is directed to those employees who have a history of not reporting to work the day before and after a holiday.

SECTION 5:3. Should it be necessary for the employee to work on any of the holidays to which he/she is entitled, shall receive an additional day's pay at the prevailing rate, provided the employee shall have worked the last hour of the scheduled work day prior to or the first hours of the employee's scheduled workday after the holiday.

SECTION 5:4. "Holiday as used in this Agreement means the day on which the holiday is observed, whether it is the day on which the holiday falls or another day designated for its observance.

ARTICLE VI – PERSONAL DAYS

SECTION 6:1. In accordance with Addendum "A" all employees will be entitled to two (2) personal days after they have worked six (6) months on the job site. After six (6) month of such employment, the two (2) personal days per year can be taken at the employee's discretion. The Employer will receive five (5) days notice from the employee wishing to take a personal day.

ARTICLE VII – DISCHARGE, SUSPENSION AND DISCIPLINE

SECTION 7:1. The Employer shall not discharge, suspend or otherwise discipline any employees covered under this Agreement without just cause. Examples of "just cause," for the purpose of this Agreement, include but are not limited to sabotage, repeated tardiness, absenteeism, drunkenness or use of illegal drugs on the job, insubordination, material reduction of performance in terms of quality and quantity of production, theft or any willful violation of Employer rules, upon condition that Employer rules do not conflict with the provisions of this Agreement. The Employer and Union agree that the principles of progressive discipline, which would normally include verbal warning, written warning suspension and discharge apply, except for serious misconduct which warrants immediate suspension or termination. Any disciplinary action that is more than one (1) year old may not be used as part of the progressive discipline process.

SECTION 7:2. Pursuant to the Worker's Adjustment and Retraining Notification Act (Title 29 US Code, Section 2103) the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the US Government, therefore, limited to the duration of the Employer's undertaking.

SECTION 7:3. Any employee who has disciplinary action brought against them shall be served with written notice of that charge. Any newly hired employee shall be employed on a sixty (60) days trial basis, during which time the employee may be discharged without recourse to the Grievance and Arbitration Procedures of this Agreement.

SECTION 7:4. When requested the shop steward shall be present at all disciplinary meetings of employees or the Employer will reschedule the meeting. All employees shall have the right to have a steward present at any investigatory meeting, which the employee believes might lead to discipline.

SECTION 7:5. Discipline must be given within five (5) working days of the knowledge of the offense. Copies of all disciplinary notices will be sent to the Union and a copy given to the steward within three (3) working days. Any such discipline or discharge shall be subject to the grievance procedure.

ARTICLE VIII – REPRESENTATION

SECTION 8:1. The Union shall designate certain of its members as Shop Stewards for the purpose of presenting and adjusting grievances.

SECTION 8:2. When it is necessary for a Steward to leave his work area to investigate and adjust grievances, the shop Steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the Steward's duties require he/she leaves the work area, the Steward shall also receive permission from the supervisor from the area the Steward wishes to enter, and such request shall not be unreasonably denied. The Steward or Chef Steward may request and shall obtain access through the appropriate supervisor to review the document files, and other records necessary for processing a grievance, and to interview witnesses during working hours, pending completion of their assigned area. Such request shall not be unreasonably denied.

SECTION 8:3. When a decrease in the work force continues to the point at which a shop steward would otherwise be laid off, he shall be retained in active employment, for the purpose of continuity in the administration of this agreement in the interest of the employees and the Employers so long as the work force is at work in the classification which he represents, for the purpose of grievances. In addition, for the same purpose, a shop steward shall have the opportunity to work every day in which the work force is at work in the classification which he represents. The foregoing super seniority provisions shall be limited to one (1) shop steward on each shift. It shall be the responsibility of the Union to notify the company in writing of the designation of all shop stewards.

SECTION 8:4. In the event of a vacancy within the unit herein above defined, the Employer shall give the Union an opportunity to fill such vacancy provided, however, that nothing contained in this Agreement shall be construed as to require the Employer to

employ any applicant for employment proposed by the Union or to discriminate against non-union applicants. The Employer shall notify the Union within five (5) working days of the name, address, and occupation of new or additional employees hired outside the Union.

SECTION 8:5. During the course of any employment orientation program for new employees, the Shop Steward or other representative of the Union shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

SECTION 8:6. In the event the Employer requires the service of a fee charging employment agency to fill vacancies, the Employer agrees to pay such fees of the employee (or employees as the case may be) charged by the employment agency.

ARTICLE IX – UNION SECURITY AND CHECKOFF

SECTION 9:1. The Employer shall not in any manner discourage or attempt to influence any employee against joining or retaining membership in the Union. In considering persons for employment, promotion, or work assignment, no consideration shall be given to race, creed, national origin, gender, age or sexual preference.

SECTION 9:2. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this agreement who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union after sixty (60) days following the beginning of their employment.

SECTION 9:3. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and are covered by this Agreement, shall be required as a condition of continued employment to become members of the Union after sixty (60) days following the beginning of their employment.

SECTION 9:4. An employee who shall tender the initiation fee (if not already a member), and all periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to have met the condition of employment requirement.

SECTION 9:5. The Employer will check-off initiation fees and monthly dues on the basis of individually signed voluntary check-off cards on a form provided by the Union. The Employer shall remit said initiation fees and dues monthly to the Secretary Treasurer of the Union.

ARTICLE X – BULLETIN BOARDS

The Employer shall furnish a bulletin board for the exclusive use of the Union subject to the conditions stated herein, if space is available. Only suitable notices and literature may be posted or placed on literature racks. There shall be no posting or placement of literature racks except upon the authority of officially designated representatives of the Union and the Employer.

ARTICLE XI – MISCELLANEOUS

SECTION 11:1. The Employer shall not lower any existing standards of wages or conditions of employment by reason of this agreement. In the event of replacement of any employee or the hiring of additional employees, such new employee shall receive the wages then prevailing in the building for similar work.

SECTION 11:2. The Employer may establish and enforce any reasonable company rules which do not conflict with provisions of this Agreement. All rules are to be posted before becoming effective, and the Union is to be furnished with a copy of such rules.

SECTION 11:3. The Employer shall comply with all National Laws, including but not limited to the Service Contract Act, as amended.

SECTION 11:4. Temporary Disability Leave of up to six (6) months shall be granted with a physician's note to employees with sixty (60) months or more of continuous service. By reason of such leave of absence, the employee shall not forfeit any accrued rights under this agreement but, likewise, the employee shall not accrue any rights during such leave.

SECTION 11:5. BUILDING CLOSING. The Employer shall pay for all days the building is closed by the President, U.S. Congress or by an Act of God, the basis hourly rate of pay for all employees if the company receives payment from the Government. If the Employer is not paid, the employees will have the option to use a sick day.

ARTICLE XII – NO STRIKES AND LOCKOUTS

SECTION 12:1. The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement, except the refusal of the Union to carry out the award of an arbitrator rendered pursuant to Article XVI. The Union agrees that neither it nor the employees it represents hereunder individually or collectively will, during the term of this agreement, cause, permit, or take part in any strike, picketing, sit down, stand-in, slowdown, or curtailment or restriction of production or interference with work in or about the employer's plant or premise, except for refusal of the employer to carry out the award of an arbitrator rendered pursuant to article XIV.

SECTION 12:2. It is further agreed that the Employer may take disciplinary action, including discharge, against those employees who take part in any of the conducts prohibited in the above paragraph and the "cause" for such discharge will be established by the fact of such participation.

ARTICLE XIII – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this agreement for the life thereof. On the sale, transfer, or lease of any work performed under this Agreement, the specific provisions of this agreement excluding riders or other conditions shall prevail. It is understood by this article that the parties hereto shall not use any leasing device to a third party to evade this agreement.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 14:1. Any individual employee or group of employees, the Union or the Employer shall have the right at any time to present a grievance under the following procedure and to have such a grievance adjusted so long as the adjustment is not inconsistent with the term provisions of this agreement:

STEP 1. The aggrieved employee and the Union Steward will discuss the circumstances with the employee's immediate supervisor. Failure to adequately resolve the grievance shall advance the grievance to the Step 2.

STEP 2. The party bringing the grievance shall reduce it to writing, setting out an outline of the factual background, the nature of the grievance and the remedy sought. This shall be submitted to the President's designee of the party the grievance is against within five (5) working days after the occurrence of the alleged grievance. After discussion with the parties, an answer shall be submitted in writing by the party the grievance is against within five (5) working days. In the event the grievance is not adequately resolved then, it proceeds to Step 3.

STEP 3. If the grievance has not been satisfactorily resolved then, either party shall have the right upon notification to the other party within fifteen (15) working days after completion of Step 2, to submit the question to arbitration. The party, within five (5) working days thereafter shall request the Director of the Federal Mediation and Conciliation Service, to supply list of five (5) Arbitrators from which each party shall strike two (2) alternately until only one (1) remains. In lieu of this procedure, the parties may mutually agree upon an arbitrator. The arbitrator designated shall hear the grievance and the decision shall be final and binding. The arbitrator's expenses shall be paid equally by the Employer and the Union.

SECTION 14:2. The time for appealing grievances from one step to the other may be waived upon the written mutual agreement of the parties. Absent such agreement failure of the Union or the Employer to respond within the above-stipulated time limits shall result in dismissing or sustaining of the grievance.

ARTICLE XV – SAVING CLAUSE

Should any court of proper jurisdiction decide any clause, section or phrase of this agreement to be illegal or contrary to any law now in effect or affecting the District of Columbia now or in the future, such decision shall not invalidate any remaining provision of this Agreement.

ARTICLE XVI – WAGES

Employees shall be paid wages at the rates set forth in the wage scale contained in Addendum "A".

ARTICLE XVII – MILITARY LEAVE

SECTION 17:1. MILITARY LEAVE. Employees inducted into the Armed Forces shall accumulate seniority and upon return be reinstated in their former positions, provided applications are made within one (1) month after discharge.

ARTICLE XVIII – JURY DUTY

An employee who is called for jury service or subpoenaed as a witness by order of the court shall receive for each day on which the employee shall otherwise have worked the difference between the employee's straight-time hourly rate for the employee's regularly scheduled hours and the payment the employee received from jury or court service provided that when the employee receives the check for court service he endorses it to and remits same to the Employer.

ARTICLE XIX – FUNERAL LEAVE

An employee who has a death in his immediate family defined as mother, father, spouse, ex-spouse, son, daughter, grandchild, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, in-partner or a member of the immediate family either through adoption or guardianship shall be paid up to and including three (3) days' regular pay for time missed within one (1) week of the funeral. The Employer has the right to request proof from the employee documenting their attendance and their relationship to the deceased. Employees who must go out-of-state and require time missed within one (1) full week of the funeral, but receive three (3) days' pay, must provide a death certificate to identify the deceased members, as being a part of the immediate family.

ARTICLE XX – MATERNITY LEAVE

SECTION 20:1. MATERNITY LEAVE. Physical inability to work due to pregnancy shall be considered the same as inability to work due to any other physical disability. In applying the foregoing provisions, an employee will automatically be entitled to the period of her hospital confinement plus up to ten (10) weeks of leave immediately following thereafter, in addition to leave provided. The employee will have the option to take any combination of accrued sick leave, or vacation leave.

SECTION 20:2. In addition to any leave granted for the physical disability attendant to pregnancy, the Employer shall grant upon request, two weeks parental leave, and up to two (2) weeks parental adoption of a child. Employees shall be guaranteed the return to their full-time jobs held at the time of taking leave, at the same rate of pay received at the time of taking leave, plus any increase given during the time of the leave. In addition to the above employees shall suffer no loss of seniority.

ARTICLE XXI – PAID SICK LEAVE

SECTION 21:1. All employees shall be granted twelve (12) days of paid sick leave per year. Sick leave shall be earned at the rate of one (1) day per month beginning on the first day of employment for all regular employees; provided however, that while probationary employees may accumulate sick leave during the probationary period, the days so accumulated do not vest and will not be paid unless and until the employee successfully completes the probationary period.

SECTION 21:2. Sick leave may be advanced at the discretion of the Employer in meritorious cases where longer period of illness occur. In all cases of illness of two (2) consecutive days or longer a physicians certificate or other acceptable evidence of disability shall be submitted by the employee as claim for sick leave benefits if requested by the Employer. Sick leave is accumulated to a maximum of twelve (12) days and unused sick leave will be paid at the last pay period of the Employer contract year.

SECTION 21:3. All call-in personnel while under the status of call-in have their sick leave time prorated. All part-time and full-time personnel who have a leave of absence for more than thirty (30) days will not be eligible for sick leave for one (1) day per month during their absence.

SECTION 21:4. For the purpose of calculating paid sick leave, the Employer shall add regular, overtime, holiday and paid leave hours for the year, then pro-rate by 260 days per year to arrive at the daily hours the employee would have available for each day of paid leave then multiply it by the number of days of leave that the employee is entitled to take.

SECTION 21:5. Employees who have an established pattern of calling out sick more than once in a five-day period must supply the Employer with a physician's certificate or other acceptable evidence of disability. This clause is directed to those employees with the intention of avoiding the doctor's note requirement after two (2) consecutive days.

ARTICLE XXII – VACATION

SECTION 22:1. All employees shall be entitled to the following paid vacation:

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks

The vacation mentioned is for every year of the Contract.

SECTION 22:2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee the day preceding the week that vacation begins, provided said employee gives two-week notice to the Company.

SECTION 22:3. When a holiday occurs during or immediately preceding the employee's vacation the employee shall be entitled to an extra day's vacation or pay in lieu thereof provided the holiday is one that would have been received had the employee been working.

SECTION 22:4. The Employer agrees to pay for all unused vacation upon separation on the next regular payday if the Employer is notified at least two (2) weeks in advance.

SECTION 22:5. Vacation can be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a physician's certificate when requested by the Employer.

SECTION 22:6. The Employer agrees to post a vacation calendar for the purpose of employees scheduling vacation. This posting is to be no later than April 1 of each year. Once management has given paperwork to the employee to fill out requesting vacation, the employee has (10) working days to return this information. If an employee does not return the paperwork in on the allowed time he will have to take the vacation schedule available after the other workers have chosen their vacation. When there is a conflict in scheduling seniority will prevail for the workers who turn in their vacation information timely.

SECTION 22:7. All unused vacation leave will be paid to the employee at the end of his anniversary year. If an employee is terminated for just cause, the employee will receive the balance of the employee's accrued leave.

SECTION 22:8. For the purpose of calculating paid leave, the Employer shall add regular, overtime, holiday and paid leave hours for the year, then pro rate by 260 days per year to arrive at the daily hours the employee would have available for each day of paid leave then multiply it by the number of days of leave that the employee is entitled to take.

ARTICLE XXIII – PERSONNEL FOLDERS

Each employee covered by this agreement will be granted free access to review the contents of his personnel folder during the normal business day, which shall be maintained at the job site. Copies of material contained therein will be provided, after an advance three (3) day notice for such material is made to the Employer in writing.

ARTICLE XXIV – HEALTH AND WELFARE

SECTION 24:1. The Employer agrees to provide all employees covered by this agreement with Health, Welfare and Life Insurance benefits under the Service Employee International Union Health and Welfare Fund (hereinafter “Fund”). The Employer further agrees to become and remain a “Participating Employer” in the Fund during the term of this agreement.

SECTION 24:2. The Employer agrees to contribute in accordance with Addendum “A” the amounts set forth for each employee for every hour paid for all regularly scheduled hours. This contribution entitles each employee to Employee Medical Coverage under Plan I, Dental & Vision coverage and High Option Drug Card of the SEIU Health and Welfare Fund.

SECTION 24:3. The Employer agrees to abide by, and hereby adopt the terms of the Trust Agreement establishing the Plan and the resolutions of the Plan’s Trustees promulgated pursuant to their authority. The contributions below is for every paid hour.

Dates:

<u>12/10/05</u>	<u>12/10/06</u>	<u>12/10/07</u>	<u>12/10/08</u>	<u>12/10/09</u>	<u>12/10/10</u>
\$2.65	\$2.95	\$3.20	\$3.50	reopener	reopener

Both parties agrees to re-open the Agreement to bargain increases for health insurance to be effective December 10th, 2009 and 2010, if needed.

ARTICLE XXV – PENSION

The Employer agrees to sign an agreement to participate in the Service Employees International Union, Industry Pension Fund, located at 1343 L Street, NW, Washington, DC 20005. The Employer shall agree to contribute at the rate specified in accordance with Addendum “A” for each hour paid for each employee up to forty (40) hours per week.

Dates:

<u>12/10/05</u>	<u>12/10/06</u>	<u>12/10/07</u>	<u>12/10/08</u>	<u>12/10/09</u>	<u>12/10/10</u>
\$1.45	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65

ARTICLE XXVI – TRAINING AND EDUCATION

SECTION 26:1. The Employer agrees to provide all employees covered by this agreement with benefits under the Local 82 Service Employees Training and Education Fund (hereinafter “Fund”).

SECTION 26:2. The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

SECTION 26:3. A. The Employer agrees to contribute to the Fund in accordance with Addendum “A” per paid hour for all employees covered by this Agreement.

B. Contributions required by this provision shall be made to the Fund on or before the fifteenth (15th) day of each month for hours paid in the preceding month or on or before such other date as the Trustees may hereafter determine.

C. Contributions shall be transmitted together with the remittance report containing such information in such manner and on such form as may be required by the Trustees of the Fund.

SECTION 26:4. TRUST AGREEMENT. The Employer hereby agrees to be bound by the provisions of the agreement and Declaration of Trust establishing the Fund as it may from time to time be amended and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies. The Employer hereby designates the Employer members of the Fund’s Board of Trustees or their duly selected successor(s) as its representatives on the Board.

SECTION 26:5. COOPERATION. The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan Booklets, literature and other documents supplied by the Fund and in obtaining and providing such other data as may be required by the Fund.

Effective 12/10/05 contributions of \$0.50 per paid hour up to a maximum of 40 hours per week through the life of the Agreement.

ARTICLE XXVII – SENIORITY

SECTION 27:1. Seniority is defined as the continuous length of service since the date of hire in the building. Continuous length of service shall be broken and the employment relationship terminated by resignation, discharged for cause, absence exceeding a period for which permission has been granted or absence exceeding twelve (12) months because of layoff. One (1) shop steward per shift shall have super-seniority for the purpose of lay-off purpose only.

SECTION 27:2. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after he has worked sixty (60) days following the date of hire. Upon satisfactory completion of the probationary period, seniority shall be credited from the date of hire. While on the probationary period employee is not subject to usage of the Grievance and Arbitration section of the contract.

ARTICLE XXVIII – LAY OFF/RECALL

SECTION 28:1. The Employer agrees to notify the Union at the earliest possible date in the event of lay-offs. The Employer further agrees that all lay-offs will be in reverse order of seniority by classification and all recalls will be in order of seniority by classification providing the employee is able to perform the job.

SECTION 28:2. All employees shall remain on the lay-off list for up to one (1) year. The Employer will send a letter to the employee's last known address recalling the employee to work. The employee must make arrangements within five (5) days to return to work to maintain his/her seniority. The Employer will send copies of all recall letters to the Union within two (2) working days after mailing them to the employee. If the employee does not respond, cannot be reached or refuses the recall his/her seniority will terminate.

ARTICLE XXIX – LEAVES OF ABSENCE

SECTION 29:1. Employees with at least one (1) year of service may at the discretion of the Employer be granted a leave of absence without pay not to exceed three (3) calendar months in any year. Request for leave of absence shall not be unreasonably denied. While on leave without pay the employee shall not suffer a loss or gain in seniority by such absence.

SECTION 29:2. The Employer agrees that an employee will be allowed to return to work to his/her classification with full current pay and benefits at the end of the leave period. Should the employee require less leave than originally approved the employee shall have the right to return no later than ten (10) working days after notifying the Employer of his/her new return date.

SECTION 29:3. An employee may request a leave of absence for serving to work with the Union for a period of up to three (3) months. Request for Union leave shall not be unreasonably denied. The employee will suffer no lost or gain in seniority and will return to his/her classification with full current pay and benefits.

ARTICLE XXX – IMMIGRATION

The Employer agrees to provide a reasonable period of time, not to exceed ninety (90) days, for the purpose of the employee obtaining the necessary status as required by the Immigration and Naturalization Service. Such leave will not result in either a loss or gain

of seniority. The Employer is not obligated to perform any act which is inconsistent with any applicable law, including the Immigration Service's rules and regulations.

ARTICLE XXXI – DURATION OF AGREEMENT

SECTION 31:1. This Agreement is in effect from December 10, 2005 and shall remain in effect to and including December 12, 2010

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers and their seal to be, herewith affixed and attested on the dates set forth below.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 82

TOTAL QUALITY, INC.

By: Jaime Contreras KH

By: [Signature]

Date: 12/5/05

Date: 12/07/05

03/03/08 MON 10:52 FAX 202 622 8733

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ADDENDUM "A"

SERVICE CONTRACT AGREEMENT BETWEEN
TOTAL QUALITY, INC.
AND
SEIU, LOCAL 82

WAGES:

<u>Classifications</u>	<u>12/10/05</u>	<u>12/10/06</u>	<u>12/10/07</u>	<u>12/10/08</u>	<u>12/10/09</u>	<u>12/10/10</u>
General Cleaners	\$13.15	\$13.60	\$14.00	\$14.40	\$14.80	\$15.20
Utility Workers	\$13.40	13.85	14.25	14.65	15.05	15.45
Waxers/Buffers	\$13.40	13.85	14.25	14.65	15.05	15.45

Snow Detail: Effective December 10th, 2005, all employees that is working snow detail will be paid an additional \$2.00 per hour to their hourly wage for removal of snow.

Health &
Welfare

As outline in the CBA

Pension

As outline in the CBA

Training &

As outline in the CBA

Holiday

10 holidays/10 holidays/10 holidays
Plus Inauguration Day every 4 yrs.
all in accordance with Article 11.5

Vacation

1 year – 1 week
2 years – 2 weeks
5 years – 3 weeks
10 years – 4 weeks
15 years – 5 weeks

The vacation mentioned is for every
year of the Contract

Bereavement
Leave

3 days for death of immediate family per CBA;
2 says additional without pay if funeral is 100
miles outside DC. The leave mentioned is for
every year of the Contract

Jury Duty Leave

per CBA per CBA per CBA

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Personal Days

2 days/hr 2 days/hr 2 days/hr

Sick Leave1 day/mo 1 day/mo 1 day/mo
12/yr 12/yr 12/yr